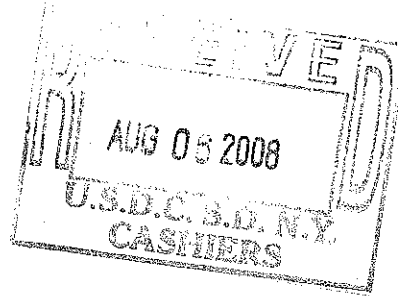


Jodie L. Ousley
Michelle J. d'Arcambal
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New York, New York 10038
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JUDGE SULLIVAN
08 CIV 7009

Attorneys for Defendants Pruco Life Insurance Company
of New Jersey, Prudential Life Insurance Company of
America and Prudential Financial Company

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



VICKI FIGUEROA,

C.A. No. _____

Plaintiff

- against -

PRUCO LIFE INSURANCE COMPANY OF
NEW JERSEY, PRUDENTIAL LIFE INSURANCE
COMPANY OF AMERICA, and PRUDENTIAL
FINANCIAL COMPANY,

NOTICE OF REMOVAL

Defendants

**TO: THE HONORABLE JUDGES OF THE UNITED STATES
DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK**

Defendants Pruco Life Insurance Company of New Jersey, Prudential Life Insurance Company of America and Prudential Financial Company (collectively referred to as "Defendants"), through their attorneys, d'Arcambal, Levine & Ousley, LLP, pursuant to 28 U.S.C. §§ 1441 and 1446, respectfully notice the removal of the captioned action to the United States District Court, Southern District of New York from the Supreme Court of the State of New York, County of New York. The grounds for removal are as follows:

1. Upon information and belief, on or about July 3, 2008, Plaintiff Vicki Figueroa ("Plaintiff" or "Figueroa") filed a Complaint in the Supreme Court of the State of New York, County of New York, naming as Defendants Pruco Life Insurance Company of New Jersey, Prudential Life Insurance Company of America and Prudential Financial Company, Index No. 109221/2008 (the "State Court Action"). Copies of all process, pleadings, and orders served upon Defendants are annexed hereto as Exhibit A in accordance with 28 U.S.C. § 1446(a).

2. This Court has original jurisdiction over the State Court Action under the provisions of 28 U.S.C. § 1332 and 28 U.S.C. § 1348.

3. The State Court Action is one that is subject to removal pursuant to 28 U.S.C. § 1441; it is a civil action where the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and complete diversity of citizenship exists as to all parties.

THE PARTIES

4. Plaintiff Vicki Figueroa was, at the time the State Court Action was commenced a citizen of New York, residing at 876 Gina Court, North Bellmore, New York, 11710. *See Complaint, First Page.*

5. Defendant Pruco Life Insurance of New Jersey was, at the time the State Court Action was commenced, and is a corporation, incorporated under the laws of New Jersey, with its principal place of business in New Jersey.

6. Defendant The Prudential Insurance Company of America¹ was, at the time the State Court Action was commenced, and is a corporation incorporated under the laws of New Jersey, with its principal place of business in New Jersey.

7. Defendant Prudential Financial was, at the time the State Court Action was commenced, and is a corporation incorporated under the laws of New Jersey, with its principal place of business in New Jersey.

8. On or about July 16, 2008, Defendants received notice of the Summons and Complaint. Accordingly, this Notice of Removal, filed within the thirty-day period prescribed by 28 U.S.C. § 1446, is timely.

THE STATE COURT ACTION

9. The Complaint alleges that Plaintiff Vicki Figueroa's late husband (Ari Figueroa) procured a policy of life insurance, Policy No. L4270243, through Pruco Life Insurance Company. *See Complaint*, ¶ 7. The Complaint alleges that Ari Figueroa dies on July 10, 2007 and that thereafter, Plaintiff submitted proof of her husband's death and requested payment of \$1,500,00.00 under the insurance policy. *See Complaint*, ¶ 8. The Complaint further alleges that Prudential Financial, on behalf of Pruco Life of New Jersey, denied Plaintiff's benefit claim and failed to pay as promised under the terms of the insurance policy. *See Complaint*, ¶¶ 9 and 11. The Complaint maintains no causes of actions against the Prudential Insurance Company of America. *See Complaint, generally.*

¹ Improperly named in the Complaint as Prudential Life Insurance Company of America.

THIS COURT'S REMOVAL JURISDICTION

10. Title 28 U.S.C. § 1441(a) provides the basis for removal jurisdiction to this Court as this is a state court action over which this Court has original jurisdiction under 28 U.S.C. § 1332(a) (diversity of citizenship). *See also 28 U.S.C. § 1348.* In this action, Plaintiff alleges state law claims to recover certain life insurance proceeds and seeks damages in excess of the sum or value of \$75,000, exclusive of interest and costs.

11. Therefore, this Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(a). As an action of a civil nature where none of the parties in interest properly joined and served as defendants is a citizen of the State in which this action is brought, this action may be removed to this Court pursuant to 28 U.S.C. § 1441 (a) and (b).

12. The timing requirements of 28 U.S.C. § 1446(b) have been satisfied in that this Notice of Removal has been filed within thirty (30) days after receipt of the Summons and Complaint by Defendants.

13. The United States District Court, Southern District of New York, is the appropriate court to which this action should be removed because this district is the district embracing actions filed in the Supreme Court of the State of New York, County of New York.

14. A true and correct copy of this Notice of Removal is being served upon Plaintiff as required by law. *28 U.S.C. § 1446(d).*

15. A true and correct copy of this Notice of Removal is also being filed promptly with the Clerk of the Supreme Court of the State of New York, County of New York, as provided by law. *28 U.S.C. § 1446(d).*

WHEREFORE, Defendants Pruco Life Insurance Company of New Jersey, The Prudential Insurance Company of America and Prudential Financial Company hereby remove this action, currently pending as Index No. 109221/2008 in the Supreme Court of the State of New York, County of New York.

Respectfully submitted,

Dated: August 6, 2008
New York, New York

d'ARCAMBAL, LEVINE & OUSLEY, LLP

By: 

Michelle J. d'Arcambal

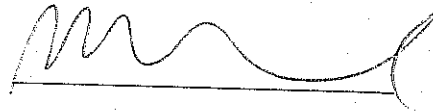
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(212) 971-3175
(212) 971-3176 (Facsimile)

Attorneys for Defendants
Pruco Life of New Jersey
The Prudential Insurance Company of America
Prudential Financial

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Notice of Removal was served upon counsel for Plaintiff, Karasyk & Moschella, LLP, by regular U.S. mail, postage prepaid, this 6th day of August, 2008, upon the following:

Karasyk & Moschella, LLP
225 Broadway – 32nd Floor
New York, New York 10007

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a solid horizontal line.

Michelle J. d'Arcambal, Esq.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

VICKI FIGUEROA,

Plaintiff,

- against -

PRUCO LIFE OF NEW JERSEY, PRUDENTIAL,
LIFE INSURANCE COMPANY OF
AMERICA, PRUDENTIAL FINANCIAL

Defendants.

Index No.

109221/308

DATE FILED

7/3/08

VERIFIED COMPLAINT

Plaintiff's Address:

876 Gina Court

North Bellmore, NY 11710

The plaintiff, Vicki Figueroa, by her, attorneys, Karasyk & Moschella, LLP, complaining of the defendant, alleges as follows:

1. Plaintiff is a resident of the State of New York and resides in the County of Nassau.
2. Upon information and belief, at all times mentioned herein, defendant Pruco Life Insurance Company of New Jersey was and still is a life insurance company organized and existing under the laws of the State of New Jersey.
3. Upon information and belief, Prudential Insurance Company of America was and still is a life insurance company organized under the laws of the State of New Jersey.
4. Upon information and belief, Pruco Life Insurance Company of New Jersey was and still is a stock company and subsidiary of Prudential Insurance Company of America.
5. Upon Information and belief, defendant, Pruco Life Insurance Company of New Jersey and defendant, Prudential Life Insurance Company of America are licensed to do business in the State of New York and do sell and issue life insurance policies to persons living in the State of New York.

6. Upon information and belief, defendants Pruco Life Insurance Company of New Jersey, Prudential Life Insurance Company of America and Prudential Financial maintain offices located at 630 Fifth Avenue, 23rd Floor, New York, NY 10111.
7. On January 17, 2006, defendant Pruco Life Insurance Company of New Jersey in consideration of the annual premium of \$730.00 paid to it, issued and delivered to Ari Figueroa a policy of life insurance, policy no. L4270243, in which it agreed to pay plaintiff, the spouse of Ari Figueroa, the sum of \$1,500,000.00 immediately upon receipt at its home office of proof of Ari Figueroa's death. Plaintiff paid all life insurance premiums in a timely fashion.
8. Ari Figueroa died on July 10, 2007 and plaintiff furnished proof of Ari Figueroa's death to defendant at its home office as called for under the terms of the insurance policy and requested payment of the proceeds of the life insurance policy to Vicki Figueroa, the plaintiff, as designated beneficiary.
9. On or about January 14, 2008, plaintiff received a letter of denial from Prudential Financial on behalf of defendant, Pruco Life Insurance Company of New Jersey, denying plaintiff's death benefit claim under the life insurance policy no. L4270243.
10. Ari Figueroa and plaintiff have performed all the conditions of the policy of insurance on their part to be performed.
11. Defendants have failed to pay plaintiff the sum of \$1,500,000.00 as promised under the terms of the insurance policy. There is now due and owing to plaintiff from defendant the sum of \$1,500,000.00 with interest from July 10, 2007.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

X

VICKI FIGUEROA,

Plaintiff,

Index No.

- against -

PRUCO LIFE OF NEW JERSEY, PRUDENTIAL,
PRUDENTIAL LIFE INSURANCE COMPANY OF
AMERICA, PRUDENTIAL FINANCIAL
Defendants.

VERIFICATION

X

STATE OF NEW YORK

)

)ss:

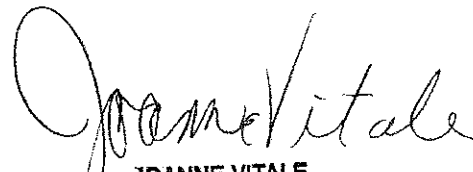
COUNTY OF NEW YORK

)

VICKI FIGUEROA, being duly sworn, does hereby depose and states:

I am the plaintiff in this action and I have read the foregoing complaint and know its contents. The complaint is true to my knowledge, except as to matters alleged on information and belief, and as to those matters, I believe it to be true.


VICKI FIGUEROA


JOANNE VITALE
Notary Public, State of New York
No. 01VI6148813
Qualified in Richmond County
Commission Expires 08/26/2010